



Order under Sections 69 and 77
Residential Tenancies Act, 2006

File Number: TEL-15816-21

In the matter of: 160 DARLINGSIDE DRIVE
SCARBOROUGH ON M1E3P6

Between: Emmanuel Jeyaratnam

Landlord

and

Ashley Anne Robinson
Daniel Robinson

Tenants

I hereby certify this is a
true copy of an Order dated

SEP 01, 2021

Landlord and Tenant Board

Emmanuel Jeyaratnam (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Anne Robinson and Daniel Robinson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on July 21, 2021. The Landlord's Representative, Sharmin Emmanuel, and the Tenant, Ashley Anne Robinson, attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

At the hearing, the parties agreed:

1. The Tenants have not paid the total rent the Tenants were required to pay for the period from July 1, 2020 to July 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective December 31, 2020.
2. The Tenants are in possession of the rental unit.
3. The Tenants have made no payments since the application was filed.
4. The Landlord collected a rent deposit of \$2,050.00 from the Tenants and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenants for the period from June 1, 2020 to December 31, 2020.

6. On consent, the parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of August 31, 2021. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 31, 2021.
2. The Tenants shall pay to the Landlord \$25,423.55*, which represents the amount of rent owing and compensation up to August 31, 2021, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$103.56 per day for compensation for the use of the unit starting September 1, 2021 to the date the Tenants move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing* on or before February 1, 2022, the Tenants will start to owe interest. This will be simple interest calculated from February 2, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before August 31, 2021, then starting September 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord, on or after September 1, 2021.

September 1, 2021
Date Issued



Anthony Bruno
Member, Landlord and Tenant Board

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on March 1, 2022 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

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A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears:	July 1, 2020 to August 31, 2021	\$27,500.00
Less the rent deposit:		-\$2,050.00
Less the interest owing on the rent deposit:	June 1, 2020 to December 31, 2020	-\$26.45
Amount owing to the Landlord on the order date: (total of previous boxes)		\$25,423.55
Additional costs the Tenants must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting September 1, 2021:		\$103.56 (per day)

Total the Tenants must pay the Landlord if the tenancy is terminated:	\$25,609.55, + \$103.56 per day starting September 1, 2021
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